

CITY AND COUNTY OF DENVER

STATE OF COLORADO

* * * * *

PROPOSAL, CONTRACT,
SPECIFICATIONS, ETC.

FOR

STORM SEWER, DENVER MUNICIPAL STADIUM

ADMINISTRATIVE RECORD

CITY AND COUNTY OF DENVER

DEPARTMENT OF IMPROVEMENTS AND PARKS

ENGINEERING SECTION

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SPECIAL CONTRACT CONDITIONS FOR STORM SEWER, DENVER MUNICIPAL STADIUM

- SC-1. GENERAL DESCRIPTION OF WORK. The work to be performed under these documents and the specifications and plans designated in Sections SC-2 and SC-3 hereof consists of the construction of Storm Sewer, Denver Municipal Stadium, including all work in connection therewith.
- SC-2. DETAILED SPECIFICATIONS. The detailed specifications attached hereto, insofar as they apply, shall govern the materials to be furnished and the work to be performed in the execution of this contract, subject to the following revisions:

2.1.2 Concrete Pipe. Shall be reinforced concrete conforming to A.S.T.M. specification, Designation C 75-41.

3.1 Hard sand brick for upper portions of manholes shall meet the requirements for A.S.T.M., Designation C 73-39, Grade NW for hard sand brick.

- SC-3. PLANS. The plans consist of a map, profile, and details of proposed construction.
- SC-4. INSURANCE LIMITS. The Contractor shall carry throughout the life of the Contract the insurance called for in the General Contract Conditions in minimum limits as follows:

<u>Under Section GC-25</u>	<u>Minimum Limits</u>
Public Liability	\$25,000/\$50,000
Property Damage	\$ 5,000/\$25,000
<u>Under Section GC-26</u>	
Automotive Public Liability	\$10,000/\$20,000
Automotive Property Damage	\$5,000

- SC-5. PROGRESS OF WORK. Contractor shall fully complete construction of that portion of the line between manholes J and L on or before January 5, 1951 in order to avoid any interference with the parking area for the National Western Stock Show. That portion of the line between Inlet A and Manhole B must be completed on or before January 5, 1951, or construction thereof shall be deferred until after the National Western Stock Show.
- SC-6. LIGHTS AND BARRICADES. Special precautions shall be taken for the proper barricading and lighting of all work not completed in accordance with the above section, due to added risks involved during progress of the National Western Stock Show.

- SC-7. TIME LIMIT. The Contractor shall fully complete all work covered by this contract within forty-five (45) consecutive calendar days, from the date the Contractor is authorized to proceed with the work in accordance with the provisions of Section GC-39 of the General Contract Conditions.
- SC-8. LIQUIDATED DAMAGES. In accordance with the provisions of Section GC-40 of the General Contract Conditions, the Contractor shall pay the City as and for liquidated damages and not as a penalty the amount of twenty-five dollars (\$25.00) for each and every day the Contractor shall be in default of completion beyond the time limit above specified, or such extension or extensions thereof as the Manager may authorize in accordance with the provisions of the General Contract Conditions.

Denver, Colorado
November 27, 1950

C I T Y A N D C O U N T Y O F D E N V E R

DEPARTMENT OF IMPROVEMENTS AND PARKS

ENGINEERING SECTION

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STATEMENT OF QUANTITIES

STORM SEWER, DENVER MUNICIPAL STADIUM

<u>Item No.</u>	<u>Description</u>	<u>Approximate Quantity</u>
1.	21" Reinforced concrete pipe	659 Lineal feet
2.	12" Reinforced concrete pipe	140 " "
3.	12" Reinforced concrete pipe connections	50 " "
4.	#13 inlets	5 each
5.	Manhole with #13 inlet top	1 each
6.	Manholes - standard	2 each
7.	Floor drain (e-1, sheet 3 of plans)	1 each
8.	4" V.C.P., connected to floor drain	28 Lineal feet

OFFICE OF THE CITY ENGINEER
376 CITY & COUNTY BUILDING
DENVER, COLORADO

November 24, 1950

D 00444

November 27, 1950

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Manager of Parks and Improvements of the City and County of Denver, in the State of Colorado, in Room 376, City and County Building until 2:00 p.m. (M.S.T.) on December 11, 1950 for the construction of a Storm Sewer, Denver Municipal Stadium, at which time and place the proposals will be publicly opened and read aloud.

All bids must be made on the Form of Proposal furnished with the contract documents. Bids received after closing time will be returned unopened.

Copies of the plans and specifications, and other proposed contract documents may be obtained and are on file in room 376, City and County Building and are open to public inspection.

Proposals will be received for the complete construction of the sewer line, manhole, etc., including all work necessary for a complete and finished job.

Proposals must be accompanied by a certified check or bidders bond in the amount of at least 5% of the lump sum bid.

No bid may be withdrawn, after the closing time for receipt of bids, for at least thirty days.

The City and County of Denver reserves the right to reject any or all bids and to waive formalities as its best interests may appear.

DEPARTMENT OF PARKS AND IMPROVEMENTS

T. P. Campbell, Manager

First publication Nov. 28, 1950
Last publication Dec. 9, 1950

D 00445

C I T Y A N D C O U N T Y O F D E N V E R

DEPARTMENT OF IMPROVEMENTS AND PARKS

ENGINEERING SECTION

* * * * *

PROPOSAL FOR STORM SEWER, DENVER MUNICIPAL STADIUM

To the Manager of Improvements and Parks
City and County of Denver
City and County Building
Denver, Colorado

Sir:

The Undersigned Bidder, having examined the plans, specifications and other proposed contract documents as designated and enumerated in the General and Special Contract Conditions hereto attached, and any and all addenda thereto; having investigated the location of and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this proposal and all factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES, pursuant to an advertisement of Notice for Proposals first published _____ a copy of which is attached, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor; and to undertake and complete the construction of STORM SEWER, DENVER MUNICIPAL STADIUM, Denver, Colorado, in full accordance with and conformity to the plans, specifications and contract documents hereto attached, or by reference made a part hereof, at and for the following prices:

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
1.	21" reinforced concrete pipe, complete in place at the unit price of _____ _____ four _____ dollars and _____ thirty-five _____ cents (\$ <u>4.35</u>) per lineal foot.	659 L.F.	<u>2866.65</u>
2.	12" reinforced concrete pipe, complete in place at the unit price of _____ _____ two _____ dollars and _____ ninety _____ cents (\$ <u>2.90</u>) per lineal foot.	140 L.F.	<u>406.00</u>

D 00446

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
3.	12" reinforced concrete pipe connections complete in place at the unit price of _____ two _____ dollars and _____ seventy _____ cents (\$ 2.70) per lineal foot.	50 L.F.	<u>135.00</u>
4.	#13 inlets complete in place at the unit price of <u>one hundred ninety-five dollars</u> and _____ no _____ cents (\$ <u>195.00</u>) each.	5 each	<u>975.00</u>
5.	Manhole with #13 inlet top, complete in place at the unit price of <u>two</u> _____ hundred fifty _____ dollars and _____ no _____ cents (\$ <u>250.00</u>) each.	1 each	<u>250.00</u>
6.	Brick manholes - standard, complete in place at the unit price of <u>two</u> _____ hundred _____ dollars and _____ no _____ cents (\$ <u>200.00</u>) each.	2 each	<u>400.00</u>
7.	Floor drain (e-1, sheet 3 of plans), complete in place at the unit price of _____ one hundred fifty _____ dollars and _____ no _____ cents (\$ <u>150.00</u>) each.	1 each	<u>150.00</u>
8.	4" vitrified clay pipe, connected to floor drain, complete in place at the		

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
8 (Cont.)	unit price of _____ one _____ _____ dollars and _____ _____ forty-five cents (\$ <u>1.45</u>) per lineal foot.	28 L.F.	<u>40.60</u>
TOTAL ESTIMATED COST			<u>\$5223.25</u>

The Undersigned Bidder hereby agrees to be ready and to appear at the office of the Manager of Improvements and Parks to execute the attached form of contract in conformity with this bid and also to have ready and furnish the required bond in the sum of the full amount of this proposal, executed by a Surety Company acceptable to the Mayor and the Manager, at any time within ten (10) days from the date of a written notice from the Manager so to do, mailed to the address hereinafter given.

The United States Fidelity & Guaranty Company of Baltimore, Maryland is hereby offered as Surety on said bond. If such Surety is not approved by the Mayor and the Manager, another and satisfactory surety company will be furnished.

Enclosed herewith is a Proposal Guarantee, as defined in the attached Instructions to Bidders in the amount of 5% of total estimated cost dollars and _____ cents (\$ _____), which Proposal Guarantee the Undersigned Bidder agrees is to be forfeited to and become the property of the City, as liquidated damages, should the Proposal be accepted and Contract awarded him and he fail to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days as stipulated.

This Proposal is made without any connection with any other persons, firms or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The following persons, firms or corporations are interested with the Undersigned Bidder in this Proposal:

Name _____

Address _____

Name _____

Address _____

If there are no such persons, firms or corporations, please so state in the following space none.

D 00448

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at Denver, Colo. this 11th day of December, 1950.

Signature of Bidder:

If an individual: _____ doing business
as _____

If a partnership: _____

By _____ member of firm.

If a corporation: Choun Construction Company, Inc.

a Colorado corporation,

By Joseph M. Choun

Title Vice President

(Corporate Seal)

Business address of bidder: 980 Yates St.
Denver 4, Colo.

The name and location of the last work of this kind herein contemplated upon which Bidder was engaged is as follows:

Sewage Treatment Plant - Wide Acres

For information relative thereto, please refer to:

Name Alfred J. Ryan

Address 1340 Glenarm Pl., Denver

Title Consulting Engineer

CITY AND COUNTY OF DENVER

DEPARTMENT OF IMPROVEMENTS AND PARKS

ENGINEERING SECTION

C O N T R A C T

THIS CONTRACT AND AGREEMENT, made and entered into this 11th
day of December 19 50, by and between the City and County of
Denver, a municipal corporation of the State of Colorado hereinafter
referred to as the "City", a party of the first part, and

CHOUN CONSTRUCTION CO., INC., a Colorado corporation

hereinafter referred to as the "Contractor", party of the second part.

WITNESSETH, Commencing on the 28th day of November 19 50,
and continuing for at least ten (10) days thereafter the City advertised
that sealed proposals would be received for furnishing all labor, tools,
supplies, equipment, materials and everything necessary and required for the
following:

STORM SEWER, DENVER MUNICIPAL STADIUM

WHEREAS, proposals pursuant to said advertisement have been received by the
Manager of Improvements and Parks of the City and have been certified by said
Manager to the Mayor with a recommendation that a Contract for said work be
awarded to the above named Contractor who was the lowest reliable and
responsible bidder therefor, and

WHEREAS, pursuant to said recommendation the contract has been awarded to the
above named contractor by the Mayor and said Contractor is now willing and able
to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor,
the mutual agreements hereinafter contained and subject to the terms hereinafter
stated:

CF-1

D 00450

ARTICLE I. Contract Documents. It is agreed by the parties hereto that the following list of instruments, drawings and contracts which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to either as the contract documents or the contract and all of said instruments, drawings and contracts taken together as a whole constitute the contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

~~Notice to the Owner of Real Estate.~~
~~Ordinance Authorizing the Improvements.~~
Advertisement of Notice for Proposals.
Instructions to Bidders.
Statement of Work.
Proposal.
Special Contract Conditions.
General Contract Conditions.
Detail Specifications.
Plans and Drawings.
Performance Bond.
Form of Final Receipt.

ARTICLE II. Scope of Work. The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and every thing necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said contract documents.

ARTICLE III. Terms of Performance. The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days after being notified to commence work by said Manager and agrees to fully complete said work within FORTY-FIVE (45) CALENDAR DAYS

from the date of said notice, plus such extension or extensions of time as may be granted by said Manager in accordance with the provisions of the General Conditions.

ARTICLE IV. Terms of Payment. The City agrees to pay the Contractor for the performance of all of the work required under this Contract, and the Contractor agrees to accept as his full and only compensation therefor, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Proposal hereto attached and made a part hereof.

ARTICLE V. Contract Binding. It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

D 00451

CITY AND COUNTY OF DENVER
Party of the First Part

Mayor

ATTEST

Clark and Recorder, Ex Officio
Clark of the City and County of Denver

By _____
Deputy

CHOUN CONSTRUCTION CO., INC.
Contractor, Party of the Second Part.

Attest:

By _____
(Title) President

Secretary

Recommended _____ 19____.

Manager of Improvements and Parks _____

Approved as to form:

Attorney for the City and County of Denver.

By _____
Assistant

Registered and countersigned:

Auditor for the City and County of Denver

D 00452

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

CHOUN CONSTRUCTION CO., INC., a Colorado corporation

hereinafter referred to as "Contractor", and

UNITED STATES FIDELITY AND GUARANTY COMPANY,

a corporation organized under the laws of the State of Maryland

and authorized to transact business in the State

of Colorado, as Surety, are held and firmly bound unto the City and County

of Denver, a municipal corporation under the laws of the State of Colorado,

hereinafter referred to as the "City," in the penal sum of five thousand

two hundred twenty-three and 25/100 - - - - - Dollars (\$5,223.25),

lawful money of the United States of America, for the payment of which sum,

well and truly to be made, we bind ourselves and our heirs, executors,

administrators, successors and assigns, jointly and severally by the presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has, on the 11th day of December 19 50, entered into written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefor; a copy of said Contract being attached hereto and made a part hereof:

NOW THEREFORE, If the said Contractor shall and will, in all particulars well and duly and faithfully observe, perform and abide by each and every covenant, condition and part of said Contract, and the conditions, Specifications, Plans, and other Contract Documents hereto attached, or by reference, made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect:

PROVIDED FURTHER, That if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or his sub-contractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law:

PROVIDED FURTHER, That the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications and Plans accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed

these presents this 11th day of December 19 50.

CHOUN CONSTRUCTION CO., INC.

Contractor

Attest:

By _____
(Title) President

Secretary

United States Fidelity and Guaranty Co.

Surety

By _____
Attorney-in-fact

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City and County of Denver:

By _____
Manager of Improvements and Parks

By _____
Mayor

Approved as to form:

J. CLAREN DONALDSON, Attorney,
City and County of Denver

By _____
Assistant City Attorney

D 00454

November 27, 1950

T. P. Campbell, Manager of Improvements and Parks

Richard Bennetts, Construction Engineer

Advertisement for Bids

ADVERTISEMENT FOR BIDS

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Proposals will be received for the complete construction of the sewer line, man-hole, etc., including all work necessary for a complete and finished job.

Proposals must be accompanied by a certified check or bidders bond in the amount of at least $\frac{5}{8}$ of the lump sum bid.

No bid may be withdrawn, after the closing time for receipt of bids, for at least thirty days.

The City and County of Denver reserves the right to reject any or all bids and to waive formalities as its best interests may appear.

DEPARTMENT OF PARKS AND IMPROVEMENTS

First publication Nov. 23, 1950
Last publication Dec. 9, 1950

D 00455

T. P. Campbell, Manager